

1 JOHN J. SHAEFFER (SBN 138331)
JShaeffer@FoxRothschild.com
2 MATTHEW FOLLETT (SBN 325481)
MFollett@FoxRothschild.com
3 BENJAMIN MCCOY (*PRO HAC VICE*)
BMcCoy@FoxRothschild.com
4 ALBERTO LONGO (*PRO HAC VICE*)
Alongo@FoxRothschild.com
5 FOX ROTHSCCHILD LLP
10250 Constellation Blvd, Suite 900
6 Los Angeles, CA 90067
Telephone: 310.598.4150
7 Facsimile: 310.556.9828

8 Attorneys for Plaintiffs,
AETNA LIFE INSURANCE COMPANY, AETNA HEALTH OF
9 CALIFORNIA, INC.

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12 **WESTERN DIVISION**

13 AETNA LIFE INSURANCE
14 COMPANY, AETNA HEALTH OF
15 CALIFORNIA, INC.,

16 Plaintiffs,

17 v.

18 NATHAN SAMUEL YOUNG a/k/a
19 PABLO LOPEZ; DAVID YOUNG a/k/a
20 SANCHEZ LOPEZ; JOSE RICARDO
21 TOSCANO MALDONADO; ALI
22 BEHESHTI; MARC ADLER; ANI
23 MIRZAYAN; ZEALIE LLC; HELPING
24 HANDS REHABILITATION CLINIC,
25 INC.; JOSER FOREVER LLC; GET
26 REAL RECOVERY LLC; REVIVE
PREMIER TREATMENT CENTER,
INC.; HEALING PATH DETOX LLC;
OCEAN VALLEY BEHAVIORAL
HEALTH, LLC; RODEO RECOVERY
LLC; SUNSET REHAB LLC;
NATURAL REST HOUSE, INC; 55
SILVER LLC, 9 SILVER LLC, AND
JOHN DOES 1 THROUGH 50, AND
ABC CORPS. 1-50

27 Defendants.
28

Case No. 2:23-cv-09654-MCS-JPR
FIRST AMENDED COMPLAINT

1 Plaintiffs Aetna Life Insurance Company and Aetna Health of California, Inc.
 2 (collectively, “Aetna”¹) by way of this Complaint against Defendants Nathan Samuel
 3 Young, also known as Pablo Lopez (“Young”); David Young, also known as Sancho
 4 Lopez; Jose Ricardo Toscano Maldonado (“Maldonado”); Ali Beheshti (“Beheshti”);
 5 Marc Adler (“Adler”); Ani Mirzayan (“Mirzayan”); Zealie LLC (“Zelialie”); Helping
 6 Hands Rehabilitation Clinic, Inc. (“Helping Hands”); Joser Forever LLC (“Joser
 7 Forever”); Get Real Recovery LLC (“Get Real”); Revive Premier Treatment Center,
 8 Inc. (“Revive”); Healing Path Detox LLC (“Healing Path”); Ocean Valley
 9 Behavioral Health, LLC (“Ocean Valley”); Rodeo Recovery LLC (“Rodeo
 10 Recovery”); Sunset Rehab LLC (“Sunset Rehab”); Natural Rest House, Inc.
 11 (“Natural Rest House”); 55 Silver, LLC (“55 Silver”), 9 Silver, LLC (“9 Silver”),
 12 and John Does 1 through 50, and ABC CORPS. 1-50 (collectively, “Defendants”)
 13 allege as follows:

14 INTRODUCTION

15 1. Aetna brings this action to recover millions of dollars in payments
 16 wrongfully made as a result of Defendants’ fraudulent scheme to enrich themselves
 17 under the guise of treating those suffering from addiction and substance use disorder
 18 (“SUD”).

19 2. Substance abuse in the United States is a widespread problem and the
 20 demand for SUD treatment has continued to markedly increase. To meet this
 21 growing demand, government and commercial payers alike have increased coverage
 22 for SUD treatment over the last fifteen (15) to twenty (20) years.

23 3. At the same time, SUD treatment programs and facilities often exist in
 24 environments with few barriers of entry into the marketplace.

25
 26
 27
 28 ¹ For ease of reference, all Plaintiffs are referred to in the singular as Aetna unless
 otherwise specified herein.

1 4. Unfortunately, many unscrupulous actors have flooded into the SUD
2 treatment market, capitalizing on the most vulnerable of populations for their own
3 gain.

4 5. The various schemes perpetrated by Defendants here are particularly
5 disturbing. Since at least 2021, Defendants have targeted vulnerable Aetna members
6 who suffer from alcohol and/or substance dependency issues as part of a concerted
7 effort to profit at their expense. Defendants used the patients for health benefit
8 payments under the lie of helping them, while doing the exact opposite.

9 6. As detailed further herein, Defendants lured patients into their programs
10 by offering them kickbacks in the form of, *inter alia*, free or low-cost living
11 arrangements in “sober living homes” located in highly desirable locations
12 throughout California.

13 7. In reality, the sober living homes were little more than drug dens, used
14 to ensure patients remained in Defendants’ treatment “programs” for as long as
15 possible. To continue growing, Defendants hired some patients as “body brokers,”
16 sending them out to find other addicts to cycle through their facilities.

17 8. Stated simply, Defendants profited from patients’ enrollment in health
18 benefit plans by billing Aetna for so called “treatment” while, at the same time,
19 taking steps to undercut that treatment and keep patients in their programs. If a
20 patient lacked coverage, Defendants schemed to sign them up, such as by adding
21 them as “dependents” to the health plans of other patients with whom they had no
22 familial relationship.

23 9. To avoid fraud detection, Defendants creating multiple entities so they
24 could spread their charges across multiple providers and bill under various Tax
25 Identification Numbers (“TINs”). They often shuffled patients throughout programs
26 for seemingly no reason other than to prolong benefits payments. When Aetna
27 flagged certain providers and sought more information to prove the medical
28 necessity of each claim, Defendants moved the patients to other providers they

1 controlled and continued to collect payments. Remarkably, nearly half of the Aetna
2 members enrolled in Defendants’ treatment programs were treated through multiple
3 organizations during their time in treatment.

4 10. In the rare instance where a patient progressed through treatment while
5 still retaining some benefits, Defendants encouraged “relapse” so a patient’s
6 programs and benefit payments could start anew.

7 11. Defendants’ conduct not only injured Aetna, but harmed the employees,
8 businesses, and labor unions that rely upon Aetna to administer or insure their health
9 benefits. As the FBI has explained, healthcare fraud “affects everyone—individuals
10 and businesses alike” FBI Health Care Fraud Summary, available
11 at: <https://www.fbi.gov/investigate/white-collar-crime/health-care-fraud>.

12 12. Aetna now brings this action and alleges claims against Defendants for:
13 (i) Fraud, (ii) Negligent Misrepresentation, (iii) Intentional Interference with
14 Economic Contractual Relationships, (iv) Violations of the Racketeer Influenced
15 and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(C), (v) RICO
16 Conspiracy, 18 U.S.C. § 1962(d), (vi) Violations of Business and Professional Code
17 § 17200, and (vii) Unjust Enrichment. Aetna seeks compensatory damages, punitive
18 damages, treble damages, attorneys’ fees, costs, prejudgment and post judgment
19 interest, and any other relief the Court deems appropriate.

20 **THE PLAINTIFFS**

21 13. Aetna Life Insurance Company is a citizen of Connecticut with its
22 principal place of business in Hartford, Connecticut. Aetna is, and at all times
23 mentioned herein was, qualified to conduct business in the state of California.

24 14. Aetna Health of California is a citizen of California with its principal
25 place of business in California.

THE DEFENDANTS' AND THEIR ROLES IN THE SCHEME

15. The following nomenclature is used to refer to the parties herein:

The Young Defendants	Young, David Young, Maldonado, Adler, Helping Hands, Joser Forever, Get Real Recovery, Healing Path, Ocean Valley, Rodeo Recovery, Sunset Rehab, Natural Rest House
The Treating Entity Defendants	The Young Defendants together with Revive and Mirzayan
Billing Entity Defendants	Beheshti and Zealie

I. THE YOUNG DEFENDANTS

16. Defendant Nathan Samuel Young, a/k/a Pablo Lopez a/k/a Pablo Gomez, ("Nathan Young"), is an individual and citizen of California residing in Los Angeles County.² Mr. Young is the ringleader of the scheme set forth herein. He formally controls Get Real Recovery, Healing Path Recovery, Natural Rest House, Healing Path Detox, Ocean Valley Behavioral Health, Rodeo Recovery, and Sunset Rehab LLC. He also has ultimate control over Joser Forever and Helping Hands Rehabilitation Center. Although other individuals are listed as the managing agents or executives on corporate documents, they report and answer to Young.

A. Individual Defendants Reporting to Young

17. Defendant David Young, a/k/a Sancho Lopez, is an individual and citizen of California residing in Los Angeles County. Upon information and belief, he is a family member of Nathan Young. David Young actively participates in and manages the operations of the various entities. He directly assisted Young in carrying out the misconduct alleged herein at each of the entities Young owns or operates. He was specifically involved in, and instructed, the health providers operating at the entities to falsify medical records as alleged below.

18. Defendant Maldonado is an individual and citizen of California residing in Los Angeles County. Mr. Maldonado is the member and/or manager of Joser Forever, and all misconduct carried out at Joser and the fraudulent claims submitted by Joser were caused directly by him in concert with Defendant Young. Mr.

² Unless otherwise noted all counties referenced are in California.

1 Maldonado also participates in the operations of other entities. For example, he was
2 a defendant in a suit brought by Beverly Hills against Rodeo Recovery and Nathan
3 Young alleging much of the same conduct set forth herein at a specific location in
4 Beverly Hills. *See Beverly Hills v. Rodeo Recovery*, No. 20SMCV00704 (Cal. Super
5 Ct. filed May 15, 202).

6 19. Defendant Marc Adler is an individual and citizen of California residing
7 in Los Angeles County. He is listed as the CEO, Secretary, CFO, and Director of
8 Helping Hands. Mr. Adler reports to Defendant Young and is responsible for the
9 day-to-day operations of Helping Hands. All misconduct occurring at Helping
10 Hands was done via the direct commands of Mr. Adler in concert with Defendant
11 Young. Mr. Adler is also involved in the operations and misconduct occurring at
12 other Young entities, as set forth in *Beverly Hills v. Rodeo Recovery, Recovery*, No.
13 20SMCV00704 (Cal. Super Ct. filed May 15, 202).

14 **B. The Young Treating Entities**

15 20. The treating entities are incorporations or limited liability companies set
16 up or purchased by Defendant Young to provide substance use disorder treatment to
17 individuals enrolled in Aetna's health benefit plans. As alleged herein, the treating
18 entities were little more than a fraudulent front used to obtain patient insurance
19 information and extract payments from Aetna for substandard or non-existent
20 treatment.

21 21. Defendant Helping Hands is a corporation formed under the laws of
22 California with its principal place of business at 1776 N. Highland Ave, Los
23 Angeles, California. Marc Adler is an officer or director of Helping Hands and
24 responsible for the day-to-day operations, but Young is the true owner and final
25 decisionmaker for Helping Hands.

26 22. Defendant Joser Forever is a limited liability company formed under the
27 laws of California with its principal place of business at 1436 S. La Cienega Blvd,
28

1 Los Angeles, California. Defendant Maldonado is the sole member of Joser Forever
2 but Young is the true owner and final decisionmaker for Joser Forever.

3 23. Defendant Get Real Recovery is a limited liability company formed
4 under the laws of California with its principal place of business at 30290 Rancho
5 Viejo Rd. Ste 204, San Juan Capistrano, California. Defendant Young is the sole
6 member of Get Real Recovery. According to the indictment in the matter of *U.S. v.*
7 *Moore*,³ Get Real Recovery was purchased by Defendant Beheshti, with others, in
8 or around 2019 and Beheshti served as a director and/or registered agent after that
9 purchase. Upon information and belief, after the indictment, Get Real Recovery was
10 sold to Young.

11 24. Defendant Healing Path is a limited liability company formed under the
12 laws of California with its principal place of business at 7661 Amberleaf Circle, Unit
13 #1, Huntington Beach, California. Young is the sole member of Healing Path.
14 Beheshti was previously the founder and/or managing member before transferring
15 Healing Path to Defendant Young in the spring of 2021.

16 25. Defendant Ocean Valley is a limited liability company formed under the
17 laws of California with a principal place of business at 13961 Mauve Drive, Santa
18 Ana, California. Young is the sole member of Ocean Valley.

19 26. Defendant Rodeo Recovery is a limited liability company formed under
20 the laws of California with a principal place of business at 240 Rodeo Drive, Beverly
21 Hills, California. Young is the sole member of Rodeo Recovery.

22 27. Defendant Sunset Rehab is a limited liability company formed under the
23 laws of California with a principal place of business at 7235 Santa Monica Blvd,
24 West Hollywood, California. Young is the sole member of Sunset Rehab.

25
26
27
28 ³See *U.S. v. Moore*, Indictment, Dkt. 1 (C.D. Cal. Mar. 29, 2021), available at:
<https://www.justice.gov/media/1152236/dl?inline> (last visited, February 19, 2023)

1 28. Defendant Natural Rest House is a corporation formed under the laws
2 of California with a principal place of business at 79100 Ocotillo Dr. La Quinta,
3 California. Young is an officer or director of the company.

4 **C. The Young Non-Treating Entities**

5 29. Defendant 9 Silver LLC is a limited liability company formed under the
6 laws of California with its principal place of business at 1800 Vine Street, Los
7 Angeles, California, 90028. At all relevant times, 9 Silver LLC was owned and
8 controlled by Young.

9 30. Defendant 55 Silver LLC (“55 Silver”) is a limited liability company
10 formed under the laws of California with its principal place of business at 1800 Vine
11 Street, Los Angeles, California, 90028. At all relevant times, 55 Silver was owned
12 by Young.

13 31. At all relevant times, 9 Silver and 55 Silver served as entities through
14 which Young paid for clients, body brokers, sober living home leases or rentals, and
15 other payments necessary to carry out the fraudulent operations of the Young
16 entities.

17 32. For example, 9 Silver and 55 Silver were the entities that officially
18 retained and paid patients to serve as drivers, house managers, and body brokers.
19 While these individuals technically functioned as employees of Young, they were
20 characterized as independent contractors and paid as such through 9 Silver and 55
21 Silver.

22 33. More specifically, 9 Silver (and, upon information and belief, 55 Silver)
23 used Gusto, Inc. to manage payroll and other aspects of the clients’ employment.⁴

24 34. 9 Silver and 55 Silver also entered into the leases for the sober living
25 homes used in Young’s operations or guaranteed leases for sober living homes that
26 Young himself entered into.

27 ⁴ Gusto is a California company specializing in payroll, benefits, and human
28 resource management for businesses throughout the United States. *See*
<https://gusto.com/>.

1 35. By using these entities, Young ensured he had full financial control over
2 all his entities and access to the money they generated.

3 36. Unsurprisingly, Young used the accounts of 9 Silver and 55 Silver
4 interchangeably with his personal bank accounts. For example, in June of 2022, he
5 used his personal account to transfer money to and from the account of 9 Silver, paid
6 rent for sober living homes, and continued to send thousands of dollars in
7 “recurring” payments to Defendant Beheshti and others.

8 **II. THE REVIVE DEFENDANTS**

9 37. Defendant Revive is a corporation formed under the laws of California
10 with its principal place of business at 13111 Ventura Blvd, Studio City, California.
11 Upon information and belief, Ani Mirzayan the owner of Revive and ultimately
12 responsible for its operations.

13 38. Defendant Mirzayan is an individual and citizen of California residing
14 in Los Angeles County. She is the CEO, CFO, Secretary, and Director of Revive
15 Premier Treatment Center. She is responsible for the misconduct occurring at Revive
16 and the misrepresentations made by Revive.

17 39. Revive is connected to the Young Defendants through a practice of
18 targeting, brokering, and exchanging patients with them to obtain additional
19 insurance payments and prevent fraud detection.

20 **III. ADMINISTRATIVE BILLING DEFENDANTS**

21 40. Defendant Zealie is a limited liability company formed under the laws
22 of Delaware with its principal place of business in 1100 S. Coast Hwy Ste 300,
23 Laguna Beach, California. Zealie purported to provide specialized administrative
24 billing services to the following Treatment Entity Defendants: Helping Hands, Get
25 Real, Healing Path, Sunset Rehab, and Ocean Valley. Zealie serves as an agent of
26 these entities along with Young, David Young, Adler, and Maldonado, and handles
27 the submission of the claim forms for these entities that directly result in payment.
28 Its employees also serve in various roles for these entities. For example, Zealie’s

1 account manager, Ceaira Coffin, was also Helping Hands' authorized official and
2 office manager.⁵

3 41. Ali Beheshti is an individual and citizen of California residing in Orange
4 County. He founded and operates Zealie billing company, which submitted a
5 majority of the bills to Aetna that resulted in wrongful payments. He personally
6 worked with David Young and Nathan Young to allow the furtherance of the
7 schemes alleged herein.

8 42. According to Articles of Incorporation filed with the California
9 Secretary of State, Beheshti was the sole managing member of Defendant Healing
10 Path at its founding. He also helped start and/or was a part owner of Healing Path
11 Recovery LLC, a related entity that did business as Healing Path Detox. Healing
12 Path Recovery doing business as Healing Path Detox was identified as participating
13 and submitting claims for patients obtained through illegal body brokering in a
14 federal indictment.⁶

15 43. That same indictment also alleged that Beheshti was a director and/or
16 owner of Defendant Get Real Recovery. Upon information and belief, Beheshti and
17 others sold Get Real Recovery and the Healing Path entities to Defendant Young
18 around the time of the indictment, but Zealie continued to provide billing services
19 for these entities and received a percentage of the health benefit plan payments these
20 entities' generated. Beheshti also received recurring monthly payments from Young
21 through at least June 2022.

22
23
24 ⁵ See *Helping Hands Rehabilitation Clinic NPI Number*, available at:
<https://npino.com/drug-rehab/1740723006-helping-hands-rehabilitation-clinic/> (last
visited: February 19, 2024).

25 ⁶ See *U.S. v. Moore*, Indictment, Dkt. 1 (C.D. Cal. Mar. 29, 2021), available at:
26 <https://www.justice.gov/media/1152236/dl?inline> (last visited, February 20, 2024);
27 see also *U.S. v. Mahoney*, Indictment, Dkt. 1 (C.D. Cal. Oct. 6, 2021), available at:
28 <https://www.justice.gov/criminal-fraud/file/1564811/download> (last visited:
February 20, 2024). In *U.S. v. Moore*, the defendant pled guilty to body brokering
for Healing Path. In *U.S. v. Mahoney*, the defendant is scheduled to go to trial in
2024 on charges that he paid kickbacks to body brokers on behalf of Healing Path.

1 **IV. DOE DEFENDANTS**

2 44. The true names of Defendants John Does 1 through 50, and ABC
3 CORPS. 1 through 50, inclusive, are unknown and Aetna sues them by such
4 fictitious names under California Code of Civil Procedure § 474. Aetna alleges that
5 each Defendant designated as a Doe Defendant is legally responsible to it for the
6 damages alleged herein. When Aetna ascertains the true names, involvement, and
7 capacities of Does 1 through 50 and ABC CORPS. 1 through 50 inclusive, it will
8 seek leave to amend the Complaint.

9 45. At all times relevant times each Defendant, whether fictitiously named
10 or otherwise, was the agent, servant, or employee of the others, and was acting
11 within the scope of such agency, enterprise, relationship, services, or employment.

12 **ALTER EGO/CONSPIRACY/AIDING AND ABETTING ALLEGATIONS**

13 46. The defendants are liable for the obligations of each other as alter egos
14 because they each treated the other entities as their own. As noted herein, the treating
15 entity defendants disregarded the corporate form of the numerous entities they
16 created and helped control, commingled funds, and freely passed patients back and
17 forth between them seemingly at random to maximize payments.

18 47. They also created these entities, in whole or in part, for an improper
19 purpose, including the perpetration of the fraudulent scheme alleged herein. It would
20 therefore be unjust to recognize the individual defendants as separate from the entity
21 defendants. Given this relationship, all allegations can be applied equally between
22 the individual defendants and the entity defendants.

23 48. Billing Entity Defendants and the Young Defendants also liable as alter
24 egos of each other as they worked together to monetize the fraudulent conduct
25 through consultation and the submission of fraudulent claims, then split the
26 payments that were ultimately made.

27 49. Defendants formed a group of more than two people that amounted to a
28 civil conspiracy. They agreed and conspired to commit the acts set forth herein. They

1 worked together by, for example, performing individual tasks in concert to cause the
 2 submission of the fraudulent misrepresentations and omissions, and further to evade
 3 detection. As such, each Defendant that did not physically commit the tort
 4 themselves shared with the immediate tortfeasor a common place or design in its
 5 preparation. They are thus jointly and severally liable for all damages arising from
 6 the conspiracy.

7 50. Each Defendant knew of the misconduct alleged herein, actively
 8 participated in the scheme(s), and provided substantial assistance or encouragement
 9 to the other tortfeasors. When they undertook to provide substantial assistance or
 10 encouragement to other tortfeasors, they knew the conduct was tortious. As such,
 11 each Defendant is liable for all torts committed as part of the scheme.

12 **JURISDICTION AND VENUE**

13 51. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331
 14 and supplemental jurisdiction over Aetna's state law claims pursuant to 28 U.S.C. §
 15 1367.

16 52. Venue is proper in the Central District of California under 28 U.S.C. §
 17 1391 because a substantial part of the events or omissions giving rise to Aetna's
 18 claims occurred in this judicial district.

19 **FACTUAL BACKGROUND**

20 **I. RELEVANT INDUSTRY BACKGROUND**

21 **A. Aetna Relies on Treatment Providers (like Defendants) to Submit** 22 **Accurate Information for Reimbursement**

23 53. Aetna administers and/or insures healthcare benefit plans and/or
 24 policies for medical, surgical, behavioral, and mental health services lawfully
 25 rendered by eligible providers pursuant to the terms of health benefit plans issued to
 26 individuals and employers throughout the United States and the state of California.
 27 For plans that it administers, Aetna has administrative services agreements with the
 28

1 plan's sponsors that authorize Aetna to bring this action to recover the wrongful
2 payments set forth herein.

3 54. Individuals enrolled in these plans are referred to as Aetna "members."
4 Individuals and entities that provide services are referred to as "providers."

5 55. To obtain payment for services rendered, healthcare providers submit
6 insurance claims by completing standard billing forms (*i.e.*, CMS 1500 or HCFA
7 forms). Per Federal law, these forms require providers to use numerical codes that
8 describe the services for which the provider seeks payment as maintained by the
9 American Medical Association's Current Procedural Terminology ("CPT") and the
10 CMS Healthcare Common Procedure Coding System ("HCPCS"). *See* 45 C.F.R. §§
11 162.1002(a)(5), (b)(1) & (c)(1). Similarly, providers must accurately set forth other
12 information regarding the treatment, such as the place the service occurred and the
13 diagnosis.

14 56. Each of these claim details is material to the determination of whether a
15 given claim will be covered and the amount of any payment.

16 57. Aetna relies upon providers to submit accurate information and make
17 truthful representations on claim forms to determine coverage and payment.

18 58. And providers like Defendants intend for Aetna to rely upon statements
19 contained within a claim form when determining payment for services. Indeed,
20 applicable laws, the claim forms themselves, and Aetna require that all claim
21 submissions be certified as correct and complete and that the benefits being claimed
22 be limited to charges actually incurred.

23 **B. Out-of-Network Providers Can Charge Members More for**
24 **Services**

25 59. Most Aetna members receive treatment through "in-network" providers.
26 In-network providers have entered into "network contracts" with Aetna setting the
27 rates for services.
28

1 60. In contrast, “out-of-network” providers do not have contracts with
2 Aetna setting the rates for services. As a result, coverage and the amount of payment
3 (if any) for a given service is generally determined on the basis of the individual’s
4 plan.

5 61. Aetna members are generally motivated to seek treatment from in-
6 network providers. As relevant here, there are two primary reasons for this. **First**,
7 unlike in-network providers, out-of-network providers can “balance bill” members
8 for the difference between what they bill and what their health benefit plan pays.

9 62. **Second**, members generally have a higher patient “cost-share” under
10 their plan when they see out-of-network providers. This owes, in part, to the higher
11 out-of-network bills that the health benefit plans often pay for such services. Most
12 plans require members to pay a percentage of the cost for out-of-network care.
13 Referred to as “patient responsibility,” such measures can take various forms,
14 including co-insurance or copayments. Cost sharing is an important method utilized
15 by plans to control out-of-network costs because it “sensitize[s] employees to the
16 costs of health care, leading them not only to use less but also to seek out providers
17 with lower fees[which] makes medical insurance less expensive and enables
18 employers to furnish broader coverage (or to pay higher wages coupled with the
19 same level of coverage.” *Davidowitz v. Delta Dental Plan of California, Inc.*, 946
20 F.2d 1476, 699 (9th Cir. 1991) (citation omitted). When providers waive or forgive
21 the out-of-network co-insurance, they undermine this important mechanism to limit
22 healthcare costs and ensure quality. They are also committing fraud. *See Publication*
23 *of OIG Special Fraud Alerts*, 59 FR 65372-01 (“Routine waiver of deductibles and
24 copayments by charge-based providers, practitioners or suppliers is unlawful
25 because it results in (1) false claims, (2) violations of the anti-kickback statute, and
26 (3) excessive utilization of items and services paid for by Medicare.”)

1 63. Unscrupulous out-of-network providers sometimes take unlawful steps
2 to incentivize members to seek treatment with them, such as by offering free
3 housing, gifts, waived cost-shares, jobs, and even drugs in return for treatment.

4 **C. There are Different Levels of Care of SUD Treatment**

5 64. There are various different levels of care for SUD treatment.

6 65. The most intensive level of care is the “inpatient” level of care. Inpatient
7 treatment involves admission to a controlled environment, such as a hospital or
8 residential treatment facility (RTF) to address SUD and potentially other health
9 conditions. During inpatient treatment, patients are subject to 24-hour
10 medical/nursing and emotional support. Patients are closely monitored for days to
11 weeks (depending on their individualized needs) by licensed professionals.
12 Inpatient treatment can include, but is not limited to, withdrawal management
13 (detox), individualized substance use assessments, individual therapy, group
14 therapy, and milieu therapy. Such treatment often results from “acute” or “sub-
15 acute” conditions with a primary focus on “stabilization.”

16 66. Below the inpatient level of care there is the intense outpatient treatment
17 level of care, which can take a variety of forms but, as relevant here, includes partial
18 hospitalization programs (“PHP”) and intensive outpatient programs (“IOP”).

19 67. PHP focuses on stabilization during early phases of recovery. IOP
20 focuses on treatment flexibility and readjustment, along with reintegration into the
21 outside world. The services offered in PHP and IOP are often similar, but differ in
22 frequency. The goals of PHPs and IOPs vary depending on the patient’s needs;
23 however, common goals exist between the two: *e.g.*, stabilization, development of
24 coping skills, improved daily function, and support. Ultimately, these programs are
25 meant to allow a patient to progress to the general – as opposed to intensive –
26 outpatient level of care.

1 68. Each level of treatment is supposed to be temporary, with more intensive
2 treatment focused on crisis stabilization and less intensive treatment focused on
3 ensuring long-term sobriety and structured recovery assistance.

4 69. Consequently, more intense treatment (*i.e.*, inpatient treatment) tends to
5 be shorter, while treatment ensuring long-term sobriety and recovery (*i.e.*, outpatient
6 treatment) tends to be longer.

7 **D. At the Outpatient Level of Care, it is Often Beneficial to Live in a**
8 **Controlled Living Environment Free from the Stresses that**
9 **Caused the Members' SUD**

10 70. A controlled living environment, like a sober home, is often very
11 beneficial to SUD recovery in the outpatient setting. That is, patients reap benefits
12 by continuing treatment and readjusting to society free of the stresses that may have
13 contributed to SUD in the first instance. As such, many outpatient treatment patients
14 live in sober homes to ensure a controlled living environment.

15 71. A controlled living environment, like a sober home, helps individuals
16 prioritize sobriety (and thus, recovery) while mitigating the risk of relapse. To
17 effectuate this goal, sober homes and other controlled living environments provide
18 access to support from peers to housing managers.

19 72. Unfortunately, unscrupulous providers have rushed into the SUD
20 treatment space and used increased insurance payments of SUD treatment to
21 purchase or rent residential family homes to “house” patients under the guise of a
22 sober home. In reality, many sober homes are often drug dens that do the opposite
23 of providing a “controlled environment,” thereby ensuring reliance on drugs rather
24 than recovery from drugs.

II. DEFENDANTS' FRAUDULENT SCHEMES

A. Patient Brokering

73. At all relevant times, Treating Entity Defendants have employed an army of “body brokers” to find patients with prized health benefit plans and get them to enroll in their programs.

74. To give the appearance of legitimacy, Treating Entity Defendants refer to these brokers as “marketers,” and pay them a set amount for each patient they enroll in their programs.

75. In other words, Treating Entity Defendants buy and sell patients. Indeed, Young is known to have labeled potential patients by their insurance policy, instructing body brokers to bring him “Aetna’s” to enroll in his programs.

76. Some body brokers start formal businesses. For example, Defendant Mirzayan’s partner, identified by the initials K.A., incorporated a “marketing” company that was used as a cover for K.A.’s brokering services. K.A. has deep connections in the industry and, Aetna is informed and believes, that K.A. personally worked for some of Young’s entities and Zealie. As a result, he was able to obtain the identities of individuals in need of treatment who had “good” health benefit plans that would pay top dollar for treatment at Revive. This information was then used to target the patients with the best policies to enroll at Revive.

77. Other body brokers that provided patients to the Treating Entity Defendants were less formal. Through social media and connections with individuals in the treatment industry, these body brokers would first work to identify people in need of treatment. They then would initiate contact with patients and try to induce them to enroll in the programs of the Treating Entity Defendants by, for example, offering to pay them to go to treatment and/or promising to provide them free drugs and housing.

78. Oftentimes this would play out via text, WhatsApp, or social media messaging. For example, in screenshots of text messages Aetna has obtained, a well-

1 known body broker for Young with the initials S.S. who publicly associates himself
2 with Helping Hands texted a potential patient: (i) asking if they were interested in
3 making money to go to treatment, (ii) offering to provide drugs, and (iii) promising
4 to pay the individual thousands of dollars to enroll in one of Young's programs if
5 they "had good insurance."

6 79. Some conduct was even more egregious. For example, Young was
7 known to go to Alcoholics Anonymous and/or other drug counseling meetings,
8 where he targeted recently sober individuals and offered them employment and/or
9 housing in his "sober living homes" that were rife with drugs if they would allow
10 him to use their insurance companies to bill for treatment. Such temptations for
11 recently sober individuals are extremely dangerous and naturally can result in
12 relapse.

13 80. At least a few body brokers provided services without regards to entities
14 or geographic areas. For example, a body broker associated with Helping Hands was
15 seen "marketing" potential patients at Revive even though that broker had no formal
16 relationship with Revive. Over a third of the patients at-issue in this suit that received
17 services from Revive also received treatment at one of the entities owned and/or
18 operated by Defendant Young.

19 81. Sadly, some patients themselves then became body brokers, and would
20 be sent out into the community they were involved in prior to treatment to get
21 patients enrolled in Treating Entity Defendants' programs in return for payments.
22 For example, Aetna member N.S. (WXXXXX9182)⁷ was a regional manager and
23 suspected body broker for Defendant Young and his entities. From May 13, 2021
24 through November 18, 2022, while he was operating as a regional manager carrying
25 out Young's commands, Helping Hands and Healing Path submitted hundreds of
26

27 ⁷ Out of an abundance of caution, Aetna is only providing the last 4 digits of member
28 IDs, and can provide full member IDs upon request. The last 4 digits, coupled with
initials, will permit the identification of applicable claims.

1 claims for alleged services provided to N.S. and received wrongful payments of
2 around \$777,859.43.

3 **B. Kickbacks**

4 82. Treating Entity Defendants sought to, and did in fact, induce Aetna
5 members to enroll in and attend their various treatment programs by offering
6 kickbacks in the form of, *inter alia*, free transportation and food.

7 83. The most obvious kickback was Treating Entity Defendants' provision
8 of free (or low cost) housing at highly desirable locations near certain employers
9 that issued robust health benefit plans so the members could remain enrolled in
10 health benefits plans. The Young Defendants provided free housing in hotels David
11 Young and Nathan Young controlled, individual apartments, and sober living homes
12 throughout California, including on downtown Los Angeles, Venice Beach,
13 Huntington beach, and West Hollywood California. Upon information and belief,
14 the Revive Defendants provided sober living at various locations as well, such as in
15 Simi Valley, California and in other locations owned, controlled, or associated with
16 Mirzayan and her partner K.A.

17 84. Sometimes, this entailed Treating Entity Defendants providing patients
18 housing at sober living homes or locations associated with one of their co-
19 conspirator defendants or their body brokers. For example, Revive submitted claims
20 purporting to provide treatment for member B.M. (WXXXXXX4380). While these
21 claims were denied payment due to a failure to obtain plan-required precertification,
22 the claims showed that during the entirety of the alleged treatment period, member
23 B.M.'s address was listed as 1800 N. Vine Street, Los Angeles, CA 90008-5250,
24 which is the also the address for Defendants 55 Silver, 9 Silver, Ocean Valley, and
25 was previously associated with Sunset Rehab.

26 85. Even worse, many patients were offered drugs. As noted above, text
27 message screenshots Aetna has obtained show a body broker that publicly associates
28

1 himself with Helping Hands expressly offering drugs to a potential patient if they
2 have “good insurance.”

3 86. The Complaint in *Beverly Hills v. Rodeo Recovery, Recovery*, No.
4 20SMCV00704 (Cal. Super Ct. filed May 15, 202) offers additional examples of
5 drug-related kickbacks and the consequences therefrom, detailing numerous police
6 reports containing allegations that (i) Defendant Young provided residents drugs,
7 “including black tar heroin and methamphetamine,” (ii) reports of multiple drug
8 overdoses, and (iii) confirmation by multiple residents of daily drug use.

9 87. Treating Entity Defendants also provided kickbacks in the form of side
10 employment to their patients, hiring and paying them either while they were in
11 treatment or promising them future employment in their programs, thereby inducing
12 them to continue staying in their program and/or allowing their health benefit plan
13 information to be used to submit claims. Below are just a few examples of side-
14 employment kickbacks:

15 (a) Defendant Revive submitted claims for member A.R.
16 (WXXXXXX9935) and hired A.R. as a Revive employee. Helping Hands, Healing
17 Path, and Rodeo Recovery also submitted claims and received payments for member
18 A.R.

19 (b) Defendant Young, through 9 Silver, hired patient A.R.
20 (WXXXXXX8450) as a driving coordinator for the various contractors he employed.
21 Helping Hands, Natural Rest House, Ocean Valley Behavioral Health, and Rodeo
22 Recovery all submitted claims and received payments for member A.R.

23 (c) Defendant Young hired member C.P. (WXXXXXX7917) as a
24 driver and then in an administrative role for various entities. Helping Hands, Joser
25 Forever, and Rodeo Recovery all submitted claims and received payments for
26 member C.P.

27 88. In return, Treating Entity Defendants used the health plan information
28 of these individuals to bill Aetna for SUD treatment.

1 89. The members did not pay any cost-share (such as co-insurance) for this
2 treatment. As noted above, such conduct directly interferes with Aetna's contracts
3 with their members and is considered fraudulent.

4 **C. Enrollment Fraud**

5 90. If individuals were not initially enrolled in health benefit plans, the
6 Young Defendants engaged in enrollment fraud. They routinely signed patients up
7 for plans and/or added members that did not have health coverage as dependents to
8 the health benefit plans of other patients despite there being no dependent
9 relationship.

10 91. For example, member J.M. (WXXXXXX1470) was enrolled in a policy
11 by a staff member at Helping Hands R.W. (WXXXXXX2044) after she obtained a
12 job that offered an employer-sponsored benefits plan. Helping Hands then listed
13 R.W. as a "sponsored dependent" of J.M.'s policy and proceeded to submit bills for
14 R.W. that ultimately resulted in over \$325,040.07 in wrongful payments. Upon
15 information and belief, R.W. was an employee or staffer of Helping Hands – in
16 addition to apparently being a patient – who had no prior relationship with J.M.,
17 much less one that would qualify as a "sponsored dependent." To top it off,
18 Defendants submitted bills for J.M. as well, resulting in Helping Hands receiving
19 \$332,062.50 in wrongful payments.

20 92. Attached as Exhibit BB is a list of the member IDs associated with the
21 "dependent" fraud set forth above. Any and all claims associated with these member
22 IDs were based upon misrepresentations and would not have been paid had Aetna
23 known the truth.

24 93. Upon information and belief, certain Defendants – including Young –
25 had relationships with local employers to provide staffing that utilized patients living
26 in a sober living home set up by Defendants.

D. Preventing Recovery to Prolong Treatment and Payment

94. Perhaps worst of all, Treating Entity Defendants took affirmative actions to prolong treatment and created an environment to encourage relapse. In other words, Treating Entity Defendants weaponized addiction and pushed relapse to prevent recovery. Far from performing services for their patients, Defendants actively worked to harm their patients.

95. For example, as noted above, Treating Entity Defendants provided sober homes to patients either directly or indirectly that were the opposite of the type of controlled living environment contemplated by education-backed care.

96. Indeed, as referenced above, the city of Beverly Hills filed an action against Young, Rodeo Recovery, Adler, and Maldonado, for conduct occurring at a so-called “sober home” in the township. *See Beverly Hills v. Rodeo Recovery*, No. 20SMCV00704 (Cal. Super Ct. filed May 15, 2020). As alleged therein, the “sober home” was little more than a drug “flop house” that “stacked” patients into bedrooms and even on mattresses in the garage.

97. To prolong benefits, the Young Defendants took steps to document patients as being in “pre-contemplation and contemplation” stages of change regardless of whether they were actually showing improvement.⁸ This ensured that patients were recorded as staying in the proper mind-frame to continue their treatment.

98. Defendants Young, David Young, Maldonado, and Adler also ordered the individuals providing treatment to document services and symptoms that did not occur or to falsely note members who did not actively participate in the sessions as

⁸ For the sake of clarity, based upon information currently available to Aetna, Revive and Mirzayan are not alleged to have doctored medical records or abused telehealth requirements using the practices carried out by the Young Defendants as alleged in paragraphs 97 through 99. Nor does Aetna currently have any information suggesting that Revive or Mirzayan instructed members to carry out “pop” tests to restart treatment as alleged in paragraphs 100. To the extent discovery uncovers a basis for such allegations, Aetna reserves the right to pursue relief under the theories set forth herein.

1 “actively participating.” When these treating individuals complained about these
2 orders, they were ignored.

3 99. Similarly, upon information and belief, the Young Defendants were
4 providing grossly substandard care that abused relaxed telehealth requirements. For
5 example, the Young Defendants provided members with free devices (such as
6 chromebooks) and internet so the members could participate in “group” sessions
7 without their participation being verified. Upon information and belief, many
8 members allegedly participated in these group sessions while at work, meaning
9 substantive remote participation did not occur.

10 100. When benefits would run out, some members were forced to do a “pop”
11 test, which entailed the submission of a failed drug test and stay in detox, with the
12 hope that the member could then restart their outpatient benefits over again.

13 101. Such conduct not only undercuts treatment but poses a very high risk to
14 the health of the patients that the treating entities were supposed to be helping.
15 Rather than assist patients in moving through treatments with an ultimate goal of
16 recovery, Aetna’s members were placed in situations to encourage relapse so they
17 could continue being monetized.

18 **E. Treating Entity Defendants Pass Patients Around to**
19 **Maximize Payments**

20 102. Treating Entity Defendants concealed their misconduct from Aetna, and
21 instead certified that the services were lawfully rendered, medically necessary, and
22 compensable.

23 103. To further maximize payments, Treating Entity Defendants repeatedly
24 moved the patients across providers and into different homes. This allowed them to
25 bill under different TINS, which makes it significantly more difficult to discover
26 misconduct and allows individual providers to avoid triggering fraud detection
27 software utilized in claims software.

1 104. It also allowed Treating Entity Defendants to maximize the payments
2 they could obtain for a given member, as the payments they could obtain for services
3 at different entities exceed the payments they would have been able to obtain for
4 services at a single entity.

5 105. As noted above, a majority of patients were associated with claims from
6 at least 2 different entities throughout their treatment. By way of example:

7 (a) Member D.K. (WXXXXXX3077) received treatment at Helping
8 Hands from March 3, 2021 to July 16, 2021, then went to Joser Forever from July
9 19, 2021 through March 10, 2022, then went to Ocean Valley from September 22,
10 2022 through October 2, 2022, and ended at Revive from October 3, 2022 through
11 April 7, 2022. In total, Aetna paid \$481,896 for claims associated with D.K.

12 (b) Member R.H. (WXXXXXX1157) received treatment at Joser
13 Forever from June 7, 2022 through July 22, 2022, then went to Helping Hands from
14 July 28, 2022 through August 29, 2022, then went to Revive from August 30, 2022
15 through September 1, 2022. On September 2, 2022, he apparently received treatment
16 from both Helping Hands and Revive, and then continued at Revive again until
17 October 21, 2022. He then went back to Helping Hands from October 28, 2022
18 through October 31, 2022. In total, Aetna paid \$148,617.92 for claims associated
19 with R.H.

20 (c) Member M.C. (WXXXXXX9053) received treatment at Helping
21 Hands from August 27, 2021 through November 11, 2021, from Natural Rest House
22 from November 11, 2021 through November 14, 2021, from Helping Hands and
23 Natural Rest House on November 15, 2021, from Ocean Valley on November 17,
24 2021 through November 20, 2021, from Helping Hands on November 22, 2021
25 through December 6, 2021, from Healing Path on December 6, 2021 through
26 December 10, 2021, from Helping Hands on December 14, 2021 through March 10,
27 2022, from Ocean Valley on March 16, 2022 through March 29, 2022, and from
28

1 Helping Hands on April 4, 2022 through August 31, 2022. In total, Aetna paid,
2 \$597,584.84 for claims associated with M.C.

3 **III. BRINGING THE FRAUD TO THE MARKET**

4 106. While the Young Defendants were adept at fraudulently obtaining
5 patients and prolonging their treatment, they could not complete their scheme
6 without the help of billing entities that could bring their fraud to the insurance
7 marketplace.

8 107. Defendant Beheshti is the founder of Defendant Zealie, which served as
9 the agent of the following entities: Helping Hands, Get Real, Healing Path, Sunset
10 Rehab, and Ocean Valley.

11 108. As the agent of these entities, Zealie submitted the claim forms
12 containing the actual misrepresentations therein that are at-issue in this suit for the
13 treating entities set forth above. The fraud perpetrated by Young could not have
14 happened without Zealie and Beheshti.

15 109. Zealie and Beheshti are liable beyond just being agents. As noted above,
16 Defendant Beheshti was the co-owner and/or CEO of Defendant Healing Path and
17 Get Real Recovery, both of which were the subject of an indictments filed in March
18 of 2021.

19 110. According to the indictment filed in *U.S. v. Moore*, a bank account for
20 Defendant Get Real Recovery – for which Defendant Beheshti was a co-signatory –
21 paid over \$210,000 to Moore Recovery Solutions for body brokering services. In
22 addition, in 2020, Healing Path Recovery and Healing Path Detox both paid
23 thousands of dollars monthly to “marketing companies” that were covers for body
24 brokering services.

25 111. As a result of the scrutiny generated by the indictment, Beheshti and his
26 co-owners sold Healing Path Recovery and Healing Path Detox to Young. At some
27 point, Get Real Recovery was also transferred to Young, although it is unclear
28 exactly when.

1 112. Aetna is informed and believes that Young’s purchase of these entities
2 was funded, in part, by the fraudulent scheme set forth herein. For example, in June
3 of 2022, Young made a “recurring” payment of thousands of dollars from his
4 personal bank account directly to Beheshti, along with payments to Casey Mahoney
5 – the indicted defendant in *U.S. v. Mahoney* – and another Beheshti family member
6 who was a co-owner of either Healing Path or Get Real.

7 113. After the indictment and sale, Zealie nevertheless continued to serve as
8 the billing agent for these companies and split fees from insurance payments for
9 patients enrolled at the Healing Path companies and Get Real Recovery, many (if
10 not all) of whom Beheshti knew had been body brokered. Specifically, Zealie was
11 paid a set percentage of all insurance payments obtained from these companies.

12 114. Furthermore, Young – who Aetna is informed and believes did not have
13 knowledge regarding billing and insurance reimbursement – and his relative David
14 Young continued to regularly consult with Beheshti, who was particularly close with
15 David Young and ensured the Young’s businesses were made a priority within
16 Zealie. Notably, Beheshti proudly markets his time as CEO of indicted behavioral
17 health providers on his website and offers “business strategy consulting” to his
18 behavioral health clients:

19 As part of Zealie’s services, our clients have access to one of the
20 most successful CEO’s in the behavioral healthcare industry, Ali
21 Beheshti. Ali is the former CEO of a behavioral healthcare treatment
22 center, so he understands the challenges that you face from personal
23 experience. Treatment centers have to be structured and run properly to
24 maximize revenue. Ali and his team of behavioral health billing
25 consultants have led our clients to success with their industry expertise.

26 Ali not only knows how to increase revenue but more
27 importantly, he knows how to increase profits. Ali enjoys collaborating
28 and sharing his vast knowledge and experience in the sector. This

1 knowledge is shared with business owners during business strategy
2 sessions that can significantly help in increasing a company's profits.

3 Ali has seen what has led to the success of so many of his clients and
4 loves to share that knowledge to help others enjoy similar success.

5 Zealie Website, available at: [https://zealie.com/behavioral-health-billing-](https://zealie.com/behavioral-health-billing-consultants-business-strategy/)
6 [consultants-business-strategy/](https://zealie.com/behavioral-health-billing-consultants-business-strategy/) (last visited February 18, 2024).

7 115. Left unsaid is that the "behavioral healthcare treatment center"
8 referenced in these materials was utilizing a body brokering kickback model.

9 116. Thus, after receiving Beheshti's "consultation," and following in the
10 wake of the example set at Healing Path and Get Real Recovery prior to Young's
11 ownership, Young expanded his operations to open and/or purchase other behavioral
12 health centers, victimizing Aetna and its members up and down California.

13 117. As he did so, he continued to hire Beheshti and Zealie as his billing
14 agents and entered into similar fee splitting arrangements for Helping Hands, Sunset
15 Rehab, and Ocean Valley.

16 118. In addition, Zealie provides other tools and methods to carry out the
17 aforementioned scheme. For example, Zealie and Beheshti know what should be in
18 medical records to receive higher reimbursements for claims, and work with
19 providers to adjust medical records to support what they want to bill. Aetna is
20 informed and believes that Young, Adler, Maldonado, and David Young – or
21 employees under their direction – doctored medical records to support the billing of
22 a given service or scrubbed records to remove harmful information using an
23 electronic software system following guiding principles provided by Zealie or with
24 the assistance of Zealie employees. No notation of changes were made to signify
25 that changes had been made.

26 119. As the Office of Inspector General has made clear, billing companies
27 have "no less of a duty to ensure truthful information on claims than do the providers
28

1 who use these services.”⁹ The OIG therefore guides billing companies to investigate
2 reasonable indications of fraud. *See* 63 Fed. Reg. 70138 (Dec. 18, 1998).

3 120. Suffice to say, Zealie and Beheshti not only failed to fulfill these duties,
4 but instead submitted claims resulting in millions of dollars in payments as an agent
5 of the Young Defendants’ fraudulent scheme, provided vital consultation directly to
6 Young and his entities, and provided tools that the Young Defendants used to carry
7 out the schemes.

8 121. And there is no dispute that Zealie and Beheshti profited immensely off
9 the fraudulent payments that its clients obtained. Zealie took a percentage of all
10 payments obtained and Beheshti received personal recurring payments from Young
11 that, upon information and belief, were funded at least in part (if not entirely) from
12 the fraudulent schemes alleged herein.

13 **IV. BREAKDOWN OF FRAUDULENT HEALTHCARE CLAIMS**

14 122. All of the foregoing was done by Defendants for the common purpose
15 of profiting from the submission to Aetna of false, fraudulent, and or negligent
16 claims for reimbursement at Aetna’s (and its members’) expense.

17 123. Aetna now brings this Complaint to redress the harm caused by
18 Defendants’ fraudulent schemes, as follows:

19 124. Helping Hands was paid \$20,760,266.00 from the wrongful acts herein.
20 A claims spreadsheet detailing information sufficient to identify the members,
21 claims, services, and payments made to Helping Hands is attached hereto as Exhibit
22 A.¹⁰

23
24
25 ⁹ *Radiology Billing Company to Pay \$1.95 Million to Resolve False Claims Act*
26 *Allegations*, available at: <https://www.justice.gov/usao-ndga/pr/radiology-billing-company-pay-195-million-resolve-false-claims-act-allegations> (last visited:
27 February 18, 2024).

28 ¹⁰ To protect patient privacy and confidentiality, Aetna has redacted the member IDs
and will provide unredacted copies to counsel for Defendants in compliance with
applicable laws and regulations.

1 125. Joser Forever was paid \$15,067,739.00 from the wrongful acts herein.
2 A claims spreadsheet detailing information sufficient to identify the members,
3 claims, services, and payments made to Joser Forever is attached hereto as Exhibit
4 B.

5 126. Get Real Recovery was paid \$945,147.00 from the wrongful acts herein.
6 A claims spreadsheet detailing information sufficient to identify the members,
7 claims, services, and payments made to Get Real Recovery is attached hereto as
8 Exhibit C.

9 127. Revive was paid \$549,121.00 from the wrongful acts herein. A claims
10 spreadsheet detailing information sufficient to identify the members, claims,
11 services, and payments made to Revive is attached hereto as Exhibit D.

12 128. Healing Path was paid \$589,938.00 from the wrongful acts herein. A
13 claims spreadsheet detailing information sufficient to identify the members, claims,
14 services, and payments made to Healing Path is attached hereto as Exhibit E.

15 129. Ocean Valley was paid \$714,004.00 from the wrongful acts herein. A
16 claims spreadsheet detailing information sufficient to identify the members, claims,
17 services, and payments made to Ocean Valley is attached hereto as Exhibit F.

18 130. Rodeo Recovery was paid \$910,466.00 from the wrongful acts herein.
19 A claims spreadsheet detailing information sufficient to identify the members,
20 claims, services, and payments made to Rodeo Recovery is attached hereto as
21 Exhibit G.

22 131. Sunset Rehab was paid \$92,056.00 from the wrongful acts herein. A
23 claims spreadsheet detailing information sufficient to identify the members, claims,
24 services, and payments made to Sunset Rehab is attached hereto as Exhibit H.

25 132. Natural Rest House was paid \$111,234.00 from the wrongful acts
26 herein. A claims spreadsheet detailing information sufficient to identify the
27 members, claims, services, and payments made to Natural Rest House is attached
28 hereto as Exhibit I.

133. Attached hereto as Exhibits J-AA are exemplar claim submissions and resulting EOBs showing examples of wrongful payments for each of the above-referenced Defendants. These are examples of the other claims that appear on the spreadsheets following the same fraudulent pattern.

134. Aside from dependent enrollment fraud, all of the claims at-issue were infected by the wrongful acts alleged herein. Dependent enrollment fraud is only associated with claims for the members set forth in Exhibit BB.

FIRST CAUSE OF ACTION

Fraud

(Against All Defendants)

135. Aetna realleges and incorporates each of this Complaint's previous paragraphs as if fully set forth herein.

136. Defendants knowingly made, or knowingly caused to be made, material misrepresentations to Aetna in claim forms, requests for reimbursement, enrollment forms, and medical records.

137. Every claim submitted to Aetna represented that Defendants: (i) provided the services in compliance with applicable laws, regulations, and procedures, (ii) the services billed were medically necessary and reimbursable, and (iii) that the information on the claim forms was true, accurate, and that material facts were not concealed.

138. As set forth in paragraphs 73 through 134, each of the above representations on claim forms were knowingly false because Treating Entity Defendants:

- (a) paid body brokers to obtain the patients;
- (b) provided kickbacks in the form of free rent, meals, etc.;
- (c) waived the cost-shares members were responsible for under their Plans;

1 (d) took actions to eviscerate the effect of any services that were
2 being provided to prolong treatment and submit additional claims; and

3 (e) violated a host of laws and regulations as set forth herein, and

4 139. The spreadsheets attached hereto as Exhibits A through I contain the
5 specifics of each misrepresentation made, and Exhibits J-AA contain examples of
6 claim forms and Aetna's resulting payment reflecting those contained in the
7 spreadsheets.

8 140. The Young Defendants also made material misrepresentations in
9 enrollment forms to fraudulently enroll patients or their employees as Aetna
10 enrollees or plan dependents. The members involved in enrollment fraud are set
11 forth Exhibit BB, and all claims for such members misrepresented that the members
12 were validly covered under Aetna health benefits plans when, in fact, that was false.
13 Defendants Revive and Mirzayan then furthered this fraud to maximize the payout
14 by later treating some of these fraudulently enrolled patients after, or at the same
15 time, as claims that were submitted by the Young Defendants.

16 141. Billing Entity Defendants knowingly caused the submission of
17 fraudulent misrepresentations by themselves submitting claims for Treating Entity
18 Defendants Helping Hands, Get Real, Healing Path, Sunset Rehab, and Ocean
19 Valley with knowledge of falsity as alleged herein, in addition to the other acts set
20 forth above.

21 142. The Young Defendants also made material misrepresentations in
22 documentation because many services were not actually performed as documented,
23 were performed at far below acceptable standards of care, and/or were manipulated
24 per instructions from Defendants' Young, David Young, Adler, and Maldonado.
25 Upon information and belief, Zealie and Beheshti were aware of or aided such
26 conduct. Indeed, Zealie's website highlights that it will instruct providers on what
27 needs to appear in medical records and help them correct medical records that do
28

1 not contain the prerequisites to establish medical necessity.¹¹ The resulting claims
2 that were submitted misrepresented the details of the services provided.

3 143. When making these false representations and material omissions,
4 Defendants knew they were false. They made them to induce Aetna's reliance so
5 that Aetna would issue payments based on materially inaccurate information.

6 144. Aetna reasonably relied on Defendants' false representations and
7 material omissions because Defendants were legally obligated to submit accurate
8 information for valid claims and to disclose material information.

9 145. As a direct and proximate result of Defendants' misrepresentations and
10 concealments, Aetna has been damaged by, among other things, paying claims that
11 were not properly payable under Aetna's health benefit plans, applicable laws, and
12 regulations, in an amount to be proven at trial.

13 146. Defendants' conduct constitutes malicious, oppressive, fraudulent,
14 willful, and wanton tortious behavior, in blatant and reckless disregard of Aetna's
15 rights, for which Aetna should recover punitive and exemplary damages in an
16 amount sufficient to punish Defendants and deter other persons similarly situated
17 from engaging in similar conduct in the future.

18 WHEREFORE, Aetna respectfully requests entry of a judgment in its favor
19 awarding Aetna its damages, taxable costs, pre-judgment and post judgment interest,
20 and any other such relief as this Court deems just and proper.

21 **SECOND CAUSE OF ACTION**

22 **AIDING AND ABETTING FRAUD**

23 **(Against Beheshti and Zealie)**

24 147. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
25 herein.

26
27 ¹¹ Specifically, Zealie advertises its ability to review provider's medical records
28 before claims submission and assist with fixing issues to ensure payment. Available
at: <https://zealie.com/behavioral-health-billing/> (last visited: February 19, 2024)

1 148. Beheshti and Zealie are also liable for aiding and abetting the fraud
2 carried out by Defendants Young, David Young, Adler, Moldanado, and Helping
3 Hands, Get Real, Healing Path, Sunset Rehab, and Ocean Valley.

4 149. As set forth above, Beheshti and, by extension, Zealie, knew of the
5 misconduct carried out by the Defendants set forth in paragraphs 73 through 134.

6 150. Beheshti and Zealie gave substantial assistance or encouragement to
7 these individuals and entities in the carrying out of their scheme by bringing the
8 fraud to the marketplace, submitting the false claims for payment, providing
9 consultation services to Defendant Young, and assisting in the wrongful editing of
10 medical records.

11 151. As billing agents for the above-referenced Defendants, Beheshti and
12 Zealie had, at a minimum, a duty to refrain from submitting claims they knew to be
13 a product of fraud and misconduct. They breached that duty.

14 WHEREFORE, Aetna respectfully requests entry of a judgment in its favor
15 awarding Aetna its damages, taxable costs, pre-judgment and post judgment interests,
16 and any other such relief as this Court deems just and proper.

17 **THIRD CAUSE OF ACTION**

18 **Negligent Misrepresentation**

19 **(Against All Defendants)**

20 152. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
21 herein.

22 153. Defendants negligently misrepresented to Aetna that all services were
23 provided in compliance with all laws and industry standards, were medically
24 necessary, were compensable, and all material information had been disclosed.

25 154. Aetna reasonably relied on Defendants' false representations because
26 Defendants were legally obligated to submit accurate information for valid claims
27 and disclose material information.

155. As a direct and proximate result of Aetna's reasonable reliance and Defendants' misrepresentations and concealments, Aetna has been damaged by, among other things, paying claims that were not properly payable under health benefit plans, in an amount to be proven at trial.

156. Defendants' conduct was wantonly negligent, in blatant and reckless disregard of Aetna's rights. Aetna seeks to recover punitive and exemplary damages in an amount sufficient to punish Defendants and deter other similarly situated from engaging in similar conduct.

WHEREFORE, Aetna respectfully requests entry of a judgment in its favor awarding Aetna its damages, taxable costs, pre-judgment and post judgment interests, and any other such relief as this Court deems just and proper.

FOURTH CAUSE OF ACTION

Intentional Interference with Economic/Contractual Relationship (Against All Defendants)

157. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth herein.

158. Aetna entered into health benefit plans with its members. The contracts obligated Aetna's members to pay monthly premiums, deductibles, copays, or coinsurance for services that out-of-network providers rendered to them.

159. Treating Entity Defendants knew about Aetna's plans with its members and Treating Entity Defendants intentionally acted to interfere with the contracts by providing financial and other consideration to Aetna's members to induce them to treat with Defendants.

160. Billing Entity Defendants also knew about Aetna's plans with members and verified the benefits of those plans upon request from the Young Defendants for whom they served as agents.

161. By inducing and incentivizing Aetna's members to seek treatment with them, Treating Entity Defendants interfered with Aetna's plans with their members.

1 By knowingly assisting the Young Defendants for whom they served as agents,
2 Billing Entity Defendants also interfered with Aetna's plans with their members.

3 162. Defendants' intentional interference with the economic relationship
4 between Aetna and its members has directly and proximately caused Aetna to suffer
5 monetary harm in an amount to be proven at trial.

6 163. Treating Entity Defendants' conduct was malicious, oppressive,
7 fraudulent, willful, and wantonly tortious, in blatant and reckless disregard of
8 Aetna's rights. Aetna seeks to recover punitive and exemplary damages in an
9 amount sufficient to punish Treating Entity Defendants and deter other similarly
10 situated individuals and entities from engaging in similar conduct.

11 WHEREFORE, Aetna respectfully requests entry of a judgment in its favor
12 awarding Aetna its damages, taxable costs, pre-judgment and post judgment interests,
13 and any other such relief as this Court deems just and proper.

14 **FIFTH CAUSE OF ACTION**

15 **RICO, 18 U.S.C. § 1962(c)**

16 **(Against All Defendants)**

17 164. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
18 herein.

19 165. Defendants' actions violated The Racketeer Influenced and Corrupt
20 Organizations ("RICO") Act.

21 166. Starting in January of 2021, Defendants associated together for the
22 common purpose of engaging in a fraudulent scheme to deceive Aetna into paying
23 for services that they provided at a substandard level or never provided at all.
24 Defendants' actions in furtherance of this scheme constituted a pattern of conduct to
25 further racketeering activity.

26 167. Each of Defendants is a "person" within the meaning of RICO, 18
27 U.S.C. § 1961(3).
28

1 168. Together, the defendants compromised an **association-in-fact**
 2 **enterprise** under 18 U.S.C. § 1961(4). This enterprise operated together to achieve
 3 a common purpose, one of which was the carrying out of racketeering activity. The
 4 association-in-fact enterprise has an ascertainable structure and purpose beyond just
 5 the commission of racketeering activity and is also distinct from each of the
 6 individual Defendants. By way of example, the treating entities provided additional
 7 services outside the racketeering activity. Zealie and Beheshti provided
 8 administrative services beyond the wrongful acts set forth herein, including, upon
 9 information and belief, the verification of benefits and other administrative tasks.
 10 The individuals at the treating entities ran the day-to-day operations of the facilities,
 11 and the treating entities scheduled patient group therapies and arranged for visits by
 12 external professionals to provide services.

13 169. In the alternative, there are **two** separate **associations-in-fact** under 18
 14 U.S.C. § 1961(4), as follows:

15 (a) The first association-in-fact is comprised of Treating Entity
 16 Defendants. As noted above, these defendants operated as an ongoing organization
 17 that functioned as a continuing unit that worked to achieve an outcome that could not
 18 be achieved alone. This association-in-fact had an ascertainable structure distinct
 19 from the racketeering activity as alleged above. It was also created and/or used as a
 20 tool to effectuate a pattern of racketeering activity, and the Enterprise had the
 21 common purpose of doing the same. Each of the individual persons and entities are
 22 distinct from the enterprise and also had an ascertainable structure and purpose
 23 beyond just the commission of racketeering activity as set forth above.

24 (b) The second association-in-fact is comprised of Defendants
 25 Young, David Young, Maldonado, Adler, 9 Silver, 55 Silver, Helping Hands, Get
 26 Real, Healing Path, Sunset Rehab, Ocean Valley, Zealie, and Beheshti. As noted
 27 herein, these defendants operated as an ongoing organization that functioned as a
 28 continuing unit that worked to achieve an outcome that could not be achieved alone,

1 and was created and/or used as a tool to effectuate a pattern of racketeering activity,
 2 and the Enterprise had the common purpose of doing the same, with Young,
 3 Maldonado, and Adler running the operations, 9 Silver and 55 Silver contracting with
 4 body brokers and renting the sober living homes, the treating entity defendants
 5 providing the services, and Zealie and Beheshti working to bring the fraud to the
 6 marketplace.

7 170. In the alternative, there are six associations-in-fact, as follows:

8 (a) The first association-in-fact is comprised of Treating Entity
 9 Defendants as alleged above. The entities operated as common unit and achieved a
 10 purpose they could not accomplish on their own as set forth above by, for example,
 11 being able to pass patients around to maximize payments, using various sober living
 12 homes and common body brokers to rope patients in, and using their combined
 13 contacts and resources to purchase drugs and keep patients in treatment.

14 (b) There are also five different associations-in-fact:

15 (i) One comprised of Young, David Young, Maldonado,
 16 Adler, 9 Silver, 55 Silver, Zealie, and Beheshti, and Helping Hands;

17 (ii) One comprised of Young, David Young, Maldonado,
 18 Adler, 9 Silver, 55 Silver, Zealie, and Beheshti, and Get Real Recovery;

19 (iii) One comprised of Young, David Young, Maldonado,
 20 Adler, 9 Silver, 55 Silver, Zealie, and Beheshti, and Healing Path;

21 (iv) One comprised of Young, David Young, Maldonado,
 22 Adler, 9 Silver, 55 Silver, Zealie, Beheshti, and Sunset Rehab;

23 (v) One comprised of Young, David Young, Maldonado,
 24 Adler, 9 Silver, 55 Silver, Zealie, Beheshti, and Ocean Valley.

25 (c) The entities in subsection B operated as common unit and
 26 achieved a purpose they could not accomplish on their own by. For example, Young,
 27 Maldonado, and Adler ran the day-to-day operations, 9 Silver and 55 Silver
 28 contracted with body brokers and rented the sober living homes, the treating entity

1 defendants provided the services, and Zealie and Beheshti brought the fraud to the
2 marketplace.

3 171. The enterprise(s) were engaged in or affected interstate commerce.
4 Treating Entity Defendants all operated in California, treating some patients who
5 resided out of state, and submitting claims for reimbursement to Aetna across state
6 lines.

7 172. As detailed herein, Defendants fraudulent scheme involved a pattern of
8 racketeering activity, including multiple acts of mail and wire fraud (18 U.S.C. §§
9 1341, 1343). The acts underlying these predicates are set forth in paragraphs 73
10 through 134 herein.

11 173. These acts demonstrate a sustained pattern of racketeering activity as
12 well as a threat of continued racketeering activity. As set forth herein, fraudulent
13 claims were submitted on a near-weekly basis starting as of at least 2021 and
14 continuing through the present. Defendants' actions were part of a sustained pattern
15 of doing business that was continuously ongoing from 2021 through the present.

16 174. Additionally, Aetna was not the only victim of this racketeering activity.
17 Defendants engaged in this same pattern and practice of racketeering activity with
18 other insurers and health plans that provide similar health benefits. More
19 importantly, the hundreds of patients harmed by Defendants' schemes are, and
20 continue to be, victims.

21 175. Each submission of the false invoices/medical claims was done
22 intentionally as part of Defendants' scheme to defraud Aetna (and its members)
23 through use of interstate mail and/or interstate wires.

24 176. Accordingly, each fraudulently submitted claim constitutes a predicate
25 act of mail or wire fraud in support of Aetna's RICO claim and in violation of the
26 RICO Act. In the Exhibits attached hereto, the submission of any claim where the
27 claim ID starts with an E is an act of wire fraud because it utilized wires to submit
28

1 claims, and the claim IDs starting with a P constitute an act of mail fraud because
2 they were submitted using mail across state lines.

3 177. Further, it was foreseeable that Aetna would, and in fact did, reasonably
4 rely on Defendants' fraudulent and false submissions because they contained the
5 hallmarks of legitimate claim submission and requisite certifications. For example,
6 the claims contained correct member information, were purportedly verified and
7 certified, and contained recognized CPT codes. Each claim specifically certified that
8 the procedures billed were actually conducted, medically necessary, and lawful.

9 178. By violating the RICO Act, Defendants directly and proximately caused
10 Aetna harm because Aetna paid money to Defendants for services it never provided
11 Aetna's members or that were provided fraudulently as alleged herein.

12 WHEREFORE, Aetna respectfully requests entry of judgment in its favor and
13 awarding Aetna recovery including but not limited to threefold the amount of
14 damages Aetna sustained, Aetna's costs incurred in pursuit of this action, and Aetna's
15 reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c), plus pre-judgment and
16 post judgment interest, together with any other relief this Court deems just and
17 proper.

18 **SIXTH CAUSE OF ACTION**

19 **Conspiracy to Violate RICO, 18 U.S.C. § 1962(d)**

20 **(Against All Defendants)**

21 179. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
22 herein.

23 180. Defendants have conspired with each other to violate 18 U.S.C. §
24 1962(c). The object of the conspiracy is to conduct and/or participate in the conduct
25 and affairs of the Enterprise described above through a pattern of racketeering
26 activity.

27 181. As set forth above, Defendants each engaged in multiple overt predicate
28 acts of fraudulent racketeering in furtherance of the conspiracy which, by their

1 nature, give rise to the plausible inference that the object of the conspiracy was to
 2 violate RICO. They knew their ongoing acts were part of an overall pattern of
 3 racketeering activity. For example, a purpose of the conspiracy was to defraud Aetna
 4 into paying healthcare claims to which Defendants were not entitled to
 5 reimbursement. The Enterprise was the vehicle that allowed the Defendants to carry
 6 out this scheme while evading detection.

7 182. As a direct and proximate cause of the conspiracy and the acts taken in
 8 furtherance thereof, Aetna has suffered injuries to its business and property by
 9 wrongly paying money as a result of the Enterprise's racketeering activity.

10 WHEREFORE, Aetna respectfully requests entry of judgment in its favor, a
 11 finding that Defendants be found jointly and severally liable and awarding Aetna
 12 recovery including but not limited to threefold the amount of damages Aetna
 13 sustained, Aetna's costs incurred in pursuit of this action, and Aetna's reasonable
 14 attorneys' fees, plus pre-judgment and post judgment interest, together with any other
 15 relief this Court deems just and proper.

16 **SEVENTH CAUSE OF ACTION**

17 **Violations of Business and Professional Code Section 17200, et seq.**

18 **(Against All Defendants)**

19 183. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
 20 herein.

21 184. Defendants violated California's Unfair Competition Law ("UCL") as
 22 set forth in Business and Professions Code §§ 17200 *et seq.* Under the UCL, unfair
 23 competition means any "unlawful, unfair or fraudulent business act or practice."

24 185. As this Complaint sets forth, Defendants business acts and practices are
 25 unlawful because they violate the following statutes: (i) The Anti-Kickback Statute,
 26 18 U.S.C. § 1320; (ii) The Eliminating Kickbacks in Recovery Act, 18 U.S.C. § 220;
 27 (iii) the Health Care Fraud Statute, 18 U.S.C. § 1347; (iv) RICO, 18 U.S.C. §
 28 1962(c); (v) California's Insurance Anti-Kickback Law, Cal. Ins. Code §§ 750 *et*

1 *seq.*, (vi) California's Anti-Referral Law, Health & Safety Code § 445, and (vii)
 2 California's Uniform Controlled Substances Act, Health & Safety Code § 11570.

3 186. Defendants also used unfair fraudulent business practices to interfere
 4 with the central purpose of Aetna's business, thereby damaging Aetna to profit for
 5 themselves. Specifically, Defendants engaged in fraudulent scheme(s) and conduct
 6 in the form of enrollment fraud, body brokering, unlawful kickbacks, purposefully
 7 prolonging and undercutting the effects of any treatment that was given, and the
 8 submission of claims infected by such conduct.

9 187. As referenced above, Defendants took specific steps to hide their
 10 activities and evade detection.

11 188. Defendants' unlawful, unfair, and fraudulent business acts and practices
 12 have directly and proximately caused Aetna to suffer monetary harm. Aetna seeks
 13 restitution for the harm in an amount to be proven at trial.

14 WHEREFORE, Aetna respectfully requests entry of a judgment in its favor
 15 awarding Aetna its damages, taxable costs, pre-judgment and post judgment interests,
 16 and any other such relief as this Court deems just and proper.

17 **EIGHTH CAUSE OF ACTION**
 18 **MONEY HAD AND RECEIVED**
 19 **(Against all Defendants)**

20 189. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
 21 herein.

22 190. In addition, or in the alternative, Defendants are liable for money had
 23 and received.

24 191. As set forth herein, Aetna paid claims to Treating Entity Defendants,
 25 and thus funds were then passed to the Individual Defendants and Billing Entity
 26 Defendants as set forth herein.

27 192. Aetna would not have paid the claims but for the wrongful conduct of
 28 Defendants as alleged herein.

1 193. Defendants extracted the payments by withholding the truth of the
2 conduct that was occurring.

3 194. The amounts paid by Aetna should be returned to Aetna in good
4 conscience.

5 WHEREFORE, Aetna seeks judgment in its favor and the return of funds
6 Defendants received, together with taxable costs, pre-judgment and post judgment
7 interests, and any other such relief as this Court deems just and proper.

8 **NINTH CAUSE OF ACTION**

9 **Unjust Enrichment/Quantum Meruit/Restitution**

10 **(Against All Defendants)**

11 *In the Alternative*

12 195. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
13 herein.

14 196. Aetna conferred benefits on Defendants by paying healthcare claims
15 that they were not actually entitled to.

16 197. Treating Entity Defendants have unjustly accepted and retained the
17 benefit that Aetna conferred on them.

18 198. Billing Entity Defendants have unjustly accepted and retained a
19 percentage of the payments that Aetna made for Treating Entities Helping Hands,
20 Get Real, Healing Path, Sunset Rehab, and Ocean Valley.

21 199. Defendant Beheshti has unjustly accepted and retained recurring
22 payments directly from Young that can be traced to the fraudulent schemes alleged
23 herein.

24 200. Because it would be unjust and inequitable for Defendants to continue
25 to retain the benefits that Aetna conferred on them, Aetna seeks the return of the
26 money paid.

1 WHEREFORE, Aetna respectfully requests entry of a judgment in its favor
 2 awarding Aetna its damages, taxable costs, pre-judgment and post judgment interests,
 3 and any other such relief as this Court deems just and proper.

4 **TENTH CAUSE OF ACTION**

5 **RESTITUTION, 29 U.S.C. § 1132(a)(3)**

6 **(Against All Defendants)**

7 201. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
 8 herein.

9 202. Aetna is a fiduciary within the meaning of Section 502(a)(3) of ERISA.
 10 Aetna has discretion to interpret the ERISA plans under which the wrongful
 11 payments were made in this suit. This discretion extends to Aetna's activities in
 12 processing claims and issuing payments on behalf of the aforementioned ERISA
 13 plans.

14 203. In claim forms submitted to Aetna, Defendants represented that they had
 15 obtained assignments of benefits from Aetna members, thereby allowing them to
 16 obtain payments of the members' benefits. To the extent they obtained such
 17 assignments, they are subject to the terms of the ERISA plans.

18 204. The specific terms of the ERISA plans vary, but the following terms are
 19 representative of the terms in the ERISA plans implicated by the claims in this case:

20 (a) "Aetna processes claims and performs other administrative
 21 duties. Aetna has been delegated the discretionary authority to determine claims for
 22 benefits and to construe the terms of the [Plan] to the extent necessary to perform its
 23 services."

24 (b) "If a benefit payment is made by the Plan, to or on your behalf,
 25 which exceeds the benefit amount that you are entitled to receive, the Plan has the
 26 right to require the return of the overpayment."

27 (c) "Fraudulent misstatements in connection with any claim or
 28 application for coverage may result in termination of all coverage under this plan."

1 (d) For determining out-of-network payments, the Plan “ha[s] the
2 right to apply Aetna reimbursement policies.”

3 (e) The Plans exclude from coverage:

4 (i) “charges the recipient has no legal obligation to pay.”

5 (ii) Non-medically necessary services, including but not
6 limited to, those treatments, services, prescription drugs and supplies which are not
7 medically necessary, as determined by Aetna, for the diagnosis and treatment of
8 illness, injury, restoration of physiological functions, or covered preventive
9 services.”

10 (iii) Personal comfort and convenience items: Any service or
11 supply primarily for your convenience and personal comfort or that of a third party,
12 including: Telephone, television, internet, barber or beauty service or other guest
13 services; housekeeping, cooking, cleaning, shopping, monitoring, security or other
14 home services; and travel, transportation, or living expenses, rest cures, recreational
15 or diversional therapy.

16 (f) In the event of fraud or intentional misrepresentation of material
17 facts, Aetna may rescind coverage, deny benefits, and/or recover amounts already
18 paid.

19 (g) Copays are “This is a specified dollar amount or percentage,
20 shown in the Schedule of Benefits, you are required to pay for covered expenses.”

21 (h) You will be responsible for deductibles, payment percentage and
22 copayments, if any.

23 205. Defendants caused Aetna to wrongfully pay on behalf of the ERISA
24 plans.

25 206. Aetna made these wrongful payments directly to Treating Entity
26 Defendants. As noted above, the Billing Entity Defendants received a percentage of
27 these payments per their agreements with Treating Entity Defendants, and the
28 individual defendants ultimately gained control of these payments for their own use.

1 207. Aetna has no basis or reason to believe that Defendants have dissipated
2 the overpayments and, upon information and belief, the overpayments are separately
3 identifiable.

4 208. As noted above, the ERISA plans provide for Aetna to recover
5 overpayments made on behalf of ERISA Plans. Defendants who were assigned the
6 benefits are put on notice that the overpayments referenced in the Exhibits to the
7 Complaint are subject to an equitable lien by agreement and rightfully belong to the
8 ERISA Plans.

9 WHEREFORE, Aetna therefore seeks restitution, equitable liens by
10 agreement, and a constructive trust on the overpayments to the Defendants on behalf
11 of the ERISA Plans.

12 **ELEVENTH CAUSE OF ACTION**

13 **INJUNCTIVE RELIEF, 29 U.S.C. § 1132(a)(3)**

14 **(Against All Defendants)**

15 209. Aetna realleges and incorporates paragraphs 1-134 as if fully set forth
16 herein.

17 210. Section 502(a)(3) of ERISA permits ERISA fiduciaries to “enjoin any
18 act or practice which violates any provision of this subchapter or the terms of the
19 plan.”

20 211. Defendants have continued to submit claims to Aetna and, therefore,
21 there is a need for injunctive relief.

22 212. None of the claims that have been submitted, remain pending, or that
23 will be submitted in the future resulting from the misconduct alleged herein are
24 payable.

25 WHEREFORE, Aetna therefore seeks an order enjoining: (i) all Defendants
26 from transferring or dissipating funds paid by Aetna on behalf of ERISA Plans, (ii)
27 Treating Entity Defendants from billing claims to Aetna or the ERISA plans, (iii)
28 Billing Entity Defendants from submitting claims from Treating Entity Defendants,

1 (iv) Young, Adler, Maldonado, and Mirzayan from submitting, or causing any
2 provider they are associated with, from submitting claims to Aetna, and (v) all
3 Defendants from engaging in the misconduct alleged herein..

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Aetna, respectfully requests a judgment against Defendants,
6 and Does 1 through 50, inclusive, as follows:

- 7 A. For damages in an amount to be proven at trial;
8 B. For prejudgment interest;
9 C. For civil penalties to the extent the law permits;
10 D. For other statutory remedies available to Aetna to the extent the law
11 permits;
12 E. For an award of costs of its suit to the extent the law permits;
13 F. For an award of attorney's fees to the extent the law permits;
14 G. For punitive damages;
15 H. For such other relief as the Court deems just and proper.
16 I. An order enjoining: (i) all Defendants from transferring or dissipating
17 funds paid by Aetna on behalf of ERISA Plans, (ii) Treating Entity
18 Defendants from billing claims to Aetna or the ERISA plans, (iii) Billing
19 Entity Defendants from submitting claims from Treating Entity
20 Defendants, (iv) Young, Adler, Maldonado, and Mirzayan from
21 submitting, or causing any provider they are associated with, from
22 submitting claims to Aetna, and (v) all Defendants from otherwise
23 engaging in the misconduct alleged herein.

1 Dated: February 20, 2024

FOX ROTHSCHILD LLP

2 By: /s/ Benjamin H. McCoy

3 Benjamin McCoy

4 John J. Shaeffer

Matthew Follett

5 Alberto Longo

10250 Constellation Avenue, Suite 900

6 Los Angeles, CA 90067

7 Tel: 310-228-4481

8 Fax: 310-556-9828

9 *Attorneys for Aetna Life Insurance Co.,*
10 *Aetna Health of California, Inc.*

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial as to all matters so triable.

Dated: February 20, 2023

FOX ROTHSCHILD LLP

By: /s/ Benjamin H. McCoy

Benjamin H. McCoy

*One of the attorneys for Aetna Life
Insurance Co., Aetna Health of
California, Inc.*